

Town of Lake Park Town Commission
Agenda Request Form

Meeting Date: October 15, 2003

Agenda Item No. 4

- | | |
|---|--|
| <input type="checkbox"/> PUBLIC HEARING
<input type="checkbox"/> Ordinance on Second Reading
<input type="checkbox"/> Public Hearing

<input type="checkbox"/> ORDINANCE ON FIRST READING

<input type="checkbox"/> GENERAL APPROVAL OF ITEM

<input type="checkbox"/> Other: | <input type="checkbox"/> RESOLUTION

<input type="checkbox"/> DISCUSSION

<input type="checkbox"/> BID/RFP AWARD

<input checked="" type="checkbox"/> CONSENT AGENDA |
|---|--|

SUBJECT: Revised Interlocal Agreement invasive species

RECOMMENDED MOTION/ACTION: The Town Commission make a motion to allow the Mayor to sign the Interlocal Agreement with Palm Beach County for the invasive species Grant.

Approved by Town Manager *[Signature]* Date: 10/9/03

Originating Department: Public Works	Costs: \$ Funding Source: Acct. #	15,000 50/50 match
Department Review: <input checked="" type="checkbox"/> City Attorney <u><i>[Signature]</i></u> <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Department _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input checked="" type="checkbox"/> Public Works <u><i>[Signature]</i></u> <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	Finance Director Approval: 	Attachments: Agreement

Summary Explanation/Background: There was a typographical error in the original Agreement and has been corrected. Under Article 8 line 1 it originally listed Exhibit B and should have been A.

**INTERLOCAL AGREEMENT
BETWEEN
PALM BEACH COUNTY
AND
TOWN OF LAKE PARK, FLORIDA**

This Interlocal Agreement (hereinafter "Agreement") is made the _____ day of _____, 200__, between the Town of Lake Park, a municipality located in Palm Beach County, Florida (hereinafter "Grantee") and Palm Beach County, a political subdivision of the State of Florida, (hereinafter "County"), each one constituting a public agency as defined in Part I of Chapter 163, Florida Statutes.

WITNESSETH

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies as defined therein to enter into interlocal agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, pursuant to Chapter 125.01, Florida Statutes, the Board of County Commissioners of Palm Beach County is empowered to establish and administer programs of conservation and to enter into agreements with other governmental agencies within or outside the boundaries of the County for joint performance, or performance of one unit on behalf of the other, of any of either governmental entity's authorized functions; and

WHEREAS, certain species of prohibited invasive non-native vegetation are spreading rapidly into natural areas in the County, displacing native vegetation, destroying wildlife habitat and creating undesirable vegetative monocultures; and

WHEREAS, certain species of prohibited invasive non-native vegetation have a variety of noxious qualities, including, but not limited to, adverse effects on human health, hazards to public safety, and undesirable aesthetics in the County; and

WHEREAS, the 1989 Comprehensive Plan, as amended, mandates that the County shall continue efforts to eradicate prohibited invasive non-native vegetation; and

WHEREAS, the nine prohibited invasive non-native plant species (Air Potato, Australian Pine, Brazilian

Pepper, Carrotwood, Earleaf Acacia, Kudzu, Old-world Climbing Fern, Melaleuca, and Queensland Umbrella Tree) are also found in both unincorporated and incorporated areas of the County; **and**

WHEREAS, eradication of prohibited invasive non-native vegetation will require the combined efforts of the municipalities and the County to stop their spread; **and**

WHEREAS, the Board of County Commissioners has established and funded a grant program to financially assist municipalities and other public agencies with removal of this invasive non-native vegetation from publicly owned lands and related educational activities, and

NOW, THEREFORE, in consideration of the mutual representations, terms, and covenants hereinafter set forth, the parties hereby agree as follows:

ARTICLE 1 - PROJECT TO BE COMPLETED BY THE GRANTEE:

The Grantee agrees, during the term of this Agreement, to assist in the removal of invasive non-native vegetation within the County as specifically set forth in Exhibit A attached hereto and made a part hereof. The Grantee shall coordinate work on the project with the County's Department of Environmental Resources Management, hereinafter referred to as the Sponsoring Department, and shall submit all invoices, reports and records to the Sponsoring Department, as specifically set forth in Exhibit B and Article 8, hereof.

ARTICLE 2 - PAYMENTS TO GRANTEE/REIMBURSABLE:

The County shall pay to the Grantee as reimbursement of the Grantee's expenses, an amount not to exceed \$7,500.00, provided the Grantee completes the removal project as described in Exhibit A, and meets the estimated match requirement of \$7,500.00 as noted in Exhibit A. Activities eligible for match requirements include (actual) contributions (e.g., equipment usage/direct operating expenses/in-kind services), funding from other non-County grants and replacement planting with vegetation native to Florida. Costs related to in-kind services (e.g., planning & design) shall be limited to salaries and fringe benefits. Only those costs incurred after the effective date of the Agreement will qualify as matching funds. County funding can be used to match grants from other non-County sources; however, the Grantee cannot submit reimbursement requests for the same expenses to more than one funding source or under more than one County-funded program. The Grantee will bill the County upon completion of the project, for expenses actually incurred and paid, up to the amounts set forth in Exhibit A for the project. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs upon receipt and acceptance by the